

**THIS ORDER IS  
APPROVED.**



1 **TIFFANY & BOSCO**  
2 P.A.  
3 **2525 EAST CAMELBACK ROAD**  
4 **SUITE 300**  
5 **PHOENIX, ARIZONA 85016**  
6 **TELEPHONE: (602) 255-6000**  
7 **FACSIMILE: (602) 255-0192**

Dated: February 02, 2011

*James M. Marlar*  
JAMES M. MARLAR  
Chief Bankruptcy Judge

Mark S. Bosco  
State Bar No. 010167  
Leonard J. McDonald  
State Bar No. 014228  
Attorneys for Movant

10-14587

10 **IN THE UNITED STATES BANKRUPTCY COURT**  
11 **FOR THE DISTRICT OF ARIZONA**

13 IN RE:

No. 2:10-bk-15914-JMM

14 David D. Morris and Cynthia J. Morris  
15 Debtors.

Chapter 13

16 Deutsche Bank National Trust Company, as Trustee  
17 for Morgan Stanley ABS Capital I Inc. Trust 2006-  
HE4

ORDER

(Related to Docket #31)

Movant,

18 vs.

19 David D. Morris and Cynthia J. Morris, Debtors,  
20 Russell A. Brown, Trustee.

21 Respondents.

22  
23 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed  
24 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,  
25 and no objection having been received, and good cause appearing therefore,

26 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real  
2 property which is the subject of a Deed of Trust dated February 9, 2006 and recorded in the office of the  
3 Maricopa County Recorder wherein Deutsche Bank National Trust Company, as Trustee for Morgan  
4 Stanley ABS Capital I Inc. Trust 2006-HE4 is the current beneficiary and David D. Morris and Cynthia J.  
5 Morris have an interest in, further described as:

6           LOT 299, CAROL RAE RANCH, ACCORDING TO BOOK 395 OF MAPS, PAGE 24; AND  
7 AFFIDAVIT OF CORRECTION RECORDED JUNE 16, 1995 IN RECORDER'S NO. 95-  
345989, RECORDS OF MARICOPA COUNTY, ARIZONA.

8           IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written  
9 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
10 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
11 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against  
12 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

13           IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter  
14 to which the Debtor may convert.